

HELM

FINANCIAL CORPORATION

One Embarcadero Center • San Francisco, CA 94111

415/398-4510

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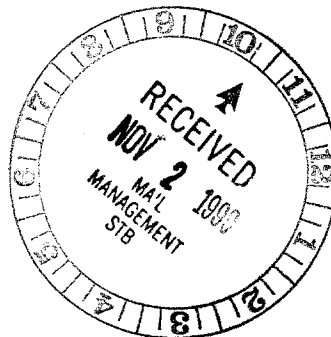
October 29, 1999

RECORDATION NO.

FILED

NOV 16 '99

9-30AM



Mr. Vernon Williams
Surface Transportation Board
1925 K Street, N.W.
Washington, D.C. 20423-0001

Dear Mr. Williams:

Enclosed are two (2) copies of **Schedule No. 14** dated as of October 1, 1999, to the Master Full Service Lease Agreement dated as of January 3, 1995 between the following parties:

Lessor:	Helm Financial Corporation One Embarcadero Center, Suite 3700 San Francisco, CA 94111
Lessee:	Union Pacific Railroad Company 1416 Dodge Street, Room 200 Omaha, NE 68179

The equipment involved in this transaction is as follows:

Equipment: Two hundred forty (240) boxcars more fully described in Annex A attached hereto.

Please file this **Schedule No. 14** as a **primary** document and return one (1) stamped copy to my attention. A check covering the filing fee of twenty-six dollars (\$26.00) is enclosed.

Yours truly,

Alison Drain

Alison Drain
Document Administrator

/ad

Enclosures (2)

RECORDATION NO.

FILED

CERTIFICATION OF TRUE COPY

NOV 16 '99

9-30AM

On October 28, 1999, I, Cecilia Mostaghim, have examined the original copy of the **SCHEDULE NO. 14** dated as of October 1, 1999 to that certain Master Full Service Lease Agreement dated as of January 3, 1995 between **HELM FINANCIAL CORPORATION** and **UNION PACIFIC RAILROAD COMPANY**. I hereby certify that I have compared the attached duplicate copy with the original and that it is a complete, true and correct copy of the original in all respects, including the dates, signatures and acknowledgments thereof.

Cecilia Mostaghim

Cecilia Mostaghim
Contract Administrator

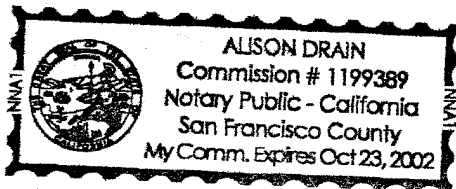
STATE OF CALIFORNIA)
) S.S.
COUNTY OF SAN FRANCISCO)

On October 28, 1999, before me, Alison Drain, personally appeared Cecilia Mostaghim, Contract Administrator, of **HELM FINANCIAL CORPORATION**,

 X personally known to me -OR-

 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



[Notary Seal]

Witness my hand and official seal.

Alison Drain

SIGNATURE OF THE NOTARY

RECORDATION NO. 22522
FILED

NOV 16 '99

9-30AM

UP Lease 1351

SCHEDULE NO. 14

THIS SCHEDULE NO. 14 ("Schedule") to that certain Master Full Service Lease Agreement ("Lease") dated as of January 3, 1995 between HELM FINANCIAL CORPORATION ("Lessor") and UNION PACIFIC RAILROAD COMPANY ("Lessee") is dated as of October 1, 1999.

Lessor and Lessee agree as follows:

1. Capitalized Terms: All capitalized terms defined in the Lease shall have the meanings defined therein when used in this Schedule except that the term "Unit(s)" as used herein shall only refer to the equipment described herein below unless otherwise indicated.
2. Units Leased: Lessor hereby leases to Lessee the two hundred forty (240), 50', 70-ton, mechanical refrigerated boxcars (RPL), rebuilt by the Union Pacific Railroad Company in 1989, and described in Annex A attached hereto (the "Unit(s)"), subject to the terms and conditions of the Lease and this Schedule.
3. Delivery: The Units are in Lessee's service and possession from previous expired leases between the parties and the "Delivery Point" for each Unit shall be the location where such Unit is located as of October 1, 1999.
4. Definitions: The "Lease Commencement Date", "Rent Commencement Date" and "Effective Date" for the Units shall be October 1, 1999.
5. Rent: The "Rent" for each Unit shall be [REDACTED]
6. Term: The "Fixed Term" of this Lease shall commence on the Effective Date and shall continue in full force and effect through and including [REDACTED] ("Expiration Date").
7. Lease Renewal Option: If no Event of Default has occurred and is continuing under the Lease or this Schedule, effective on the Expiration Date, Lessee may renew the Lease with respect to any remaining Units covered under this Schedule ("Renewal"); provided, however, that Lessee has notified Lessor ninety (90) days prior to the Expiration Date of its intention to negotiate such Lease Renewal Option. The Renewal rental rate shall be based upon the then fair market rental value for the Units ("Renewal Rate") and the terms, conditions, and Renewal Rate of the Lease shall be mutually agreed upon between Lessor and Lessee.
8. Settlement Value: For any Unit which suffers a Casualty Occurrence, Lessee shall pay to Lessor the "Settlement Value" for such Unit in the amount

specified in [REDACTED]
[REDACTED] pursuant to Section 8 of the Lease.

9. Maintenance by Lessee. Lessee shall at all times in accordance with the Rules, cause each Unit to be maintained, serviced and repaired so as to keep it in as good operating condition, working order, and repair as it was as of the Effective Date, ordinary wear and tear excepted. Section 10.C. of the Lease shall not apply to the Units subject to this Schedule.

Each party, pursuant to due corporate authority, has caused this Schedule to be executed by its authorized officer.

LESSOR

LESSEE

HELM FINANCIAL CORPORATION

UNION PACIFIC RAILROAD COMPANY


CM
By: 

By: 

Name: Richard C. Kirchner

Name: 

Title: President

Title: 

CM

ANNEX A

To Schedule No. 14 dated October 1, 1999 to that certain Master Full Service Lease Agreement dated as of January 3, 1995 between Helm Financial Corporation and Union Pacific Railroad Company.

1	UPFE	461176	46	UPFE	461244	91	UPFE	461319
2	UPFE	461177	47	UPFE	461246	92	UPFE	461320
3	UPFE	461178	48	UPFE	461247	93	UPFE	461321
4	UPFE	461179	49	UPFE	461249	94	UPFE	461322
5	UPFE	461201	50	UPFE	461250	95	UPFE	461323
6	UPFE	461203	51	UPFE	461251	96	UPFE	461324
7	UPFE	461204	52	UPFE	461252	97	UPFE	461325
8	UPFE	461205	53	UPFE	461253	98	UPFE	461326
9	UPFE	461206	54	UPFE	461254	99	UPFE	461327
10	UPFE	461207	55	UPFE	461255	100	UPFE	461329
11	UPFE	461208	56	UPFE	461256	101	UPFE	461330
12	UPFE	461209	57	UPFE	461257	102	UPFE	461331
13	UPFE	461211	58	UPFE	461258	103	UPFE	461332
14	UPFE	461212	59	UPFE	461259	104	UPFE	461333
15	UPFE	461213	60	UPFE	461260	105	UPFE	461334
16	UPFE	461214	61	UPFE	461261	106	UPFE	461336
17	UPFE	461215	62	UPFE	461262	107	UPFE	461337
18	UPFE	461216	63	UPFE	461263	108	UPFE	461338
19	UPFE	461217	64	UPFE	461264	109	UPFE	461339
20	UPFE	461218	65	UPFE	461265	110	UPFE	461341
21	UPFE	461219	66	UPFE	461266	111	UPFE	461342
22	UPFE	461220	67	UPFE	461267	112	UPFE	461343
23	UPFE	461221	68	UPFE	461269	113	UPFE	461344
24	UPFE	461222	69	UPFE	461270	114	UPFE	461351
25	UPFE	461223	70	UPFE	461271	115	UPFE	461352
26	UPFE	461224	71	UPFE	461272	116	UPFE	461353
27	UPFE	461225	72	UPFE	461273	117	UPFE	461354
28	UPFE	461226	73	UPFE	461301	118	UPFE	461355
29	UPFE	461227	74	UPFE	461302	119	UPFE	461356
30	UPFE	461228	75	UPFE	461303	120	UPFE	461357
31	UPFE	461229	76	UPFE	461304	121	UPFE	461358
32	UPFE	461230	77	UPFE	461305	122	UPFE	461359
33	UPFE	461231	78	UPFE	461306	123	UPFE	461360
34	UPFE	461232	79	UPFE	461307	124	UPFE	461361
35	UPFE	461233	80	UPFE	461308	125	UPFE	461362
36	UPFE	461234	81	UPFE	461309	126	UPFE	461363
37	UPFE	461235	82	UPFE	461310	127	UPFE	461364
38	UPFE	461236	83	UPFE	461311	128	UPFE	461365
39	UPFE	461237	84	UPFE	461312	129	UPFE	461366
40	UPFE	461238	85	UPFE	461313	130	UPFE	461368
41	UPFE	461239	86	UPFE	461314	131	UPFE	461369
42	UPFE	461240	87	UPFE	461315	132	UPFE	461370
43	UPFE	461241	88	UPFE	461316	133	UPFE	461371
44	UPFE	461242	89	UPFE	461317	134	UPFE	461372
45	UPFE	461243	90	UPFE	461318	135	UPFE	461373

ANNEX A - Continued

136	UPFE	461375	181	UPFE	461430	226	UPFE	461476
137	UPFE	461376	182	UPFE	461431	227	UPFE	461477
138	UPFE	461377	183	UPFE	461432	228	UPFE	461478
139	UPFE	461378	184	UPFE	461433	229	UPFE	461479
140	UPFE	461379	185	UPFE	461434	230	UPFE	461480
141	UPFE	461380	186	UPFE	461435	231	UPFE	461481
142	UPFE	461381	187	UPFE	461436	232	UPFE	461482
143	UPFE	461382	188	UPFE	461437	233	UPFE	461483
144	UPFE	461383	189	UPFE	461438	234	UPFE	461484
145	UPFE	461384	190	UPFE	461439	235	UPFE	461485
146	UPFE	461385	191	UPFE	461440	236	UPFE	461486
147	UPFE	461386	192	UPFE	461441	237	UPFE	461487
148	UPFE	461387	193	UPFE	461442	238	UPFE	461488
149	UPFE	461388	194	UPFE	461443	239	UPFE	461489
150	UPFE	461389	195	UPFE	461444	240	UPFE	461490
151	UPFE	461390	196	UPFE	461445			
152	UPFE	461391	197	UPFE	461447			
153	UPFE	461401	198	UPFE	461448			
154	UPFE	461402	199	UPFE	461449			
155	UPFE	461403	200	UPFE	461450			
156	UPFE	461404	201	UPFE	461451			
157	UPFE	461405	202	UPFE	461452			
158	UPFE	461406	203	UPFE	461453			
159	UPFE	461407	204	UPFE	461454			
160	UPFE	461408	205	UPFE	461455			
161	UPFE	461409	206	UPFE	461456			
162	UPFE	461410	207	UPFE	461457			
163	UPFE	461411	208	UPFE	461458			
164	UPFE	461412	209	UPFE	461459			
165	UPFE	461413	210	UPFE	461460			
166	UPFE	461414	211	UPFE	461461			
167	UPFE	461415	212	UPFE	461462			
168	UPFE	461416	213	UPFE	461463			
169	UPFE	461417	214	UPFE	461464			
170	UPFE	461418	215	UPFE	461465			
171	UPFE	461420	216	UPFE	461466			
172	UPFE	461421	217	UPFE	461467			
173	UPFE	461422	218	UPFE	461468			
174	UPFE	461423	219	UPFE	461469			
175	UPFE	461424	220	UPFE	461470			
176	UPFE	461425	221	UPFE	461471			
177	UPFE	461426	222	UPFE	461472			
178	UPFE	461427	223	UPFE	461473			
179	UPFE	461428	224	UPFE	461474			
180	UPFE	461429	225	UPFE	461475			